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MINISTRY OF COMMERCE & INDUSTRY  
NOTIFICATIONS

*New Delhi, the 29th March, 1958/8th Chaitra, 1880*

**S.O. 374.**—In exercise of the powers conferred by section 17 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952), the Central Government hereby rescinds the notification of the Government of India in the Ministry of Commerce and Industry No. 2(24)Jute/53 dated the 29th October, 1953.

[No. 34(6)-TMP/FMC/58.]

**S.O. 375.**—In exercise of the powers conferred by sub-section (1) of section 15 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952), the Central Government hereby declares that the said section shall apply to raw jute (including Mesta) in the City of Calcutta.

*Explanation.*—The expression "City of Calcutta" means—

- (1) Calcutta as defined in clause (11) of section 5 of the Calcutta Municipal Act, 1951 (West Bengal Act No. 33 of 1951) together with part of the Hastings North or South edge of Clyde Row and Strand Road to the river bank and the areas which were previously under the now defunct Tollygunge Municipality;
- (2) the Port of Calcutta; and
- (3) the districts of 24-Parganas, Nadia, Howrah and Hooghly.

[No. 34(6)-TMP/FMC/58.]

**S.O. 376.**—In exercise of the powers conferred by sub-section (1) of section 15 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952) the Central Government hereby declares that the said section shall apply to jute goods (hessian cloth made of jute or bags made of such hessian cloth and sacking cloth made of jute or bags made of such sacking cloth) in the City of Calcutta.

*Explanation.*—The expression "City of Calcutta" means—

- (1) Calcutta as defined in clause (11) of section 5 of the Calcutta Municipal Act, 1951, (West Bengal Act No. 33 of 1951) together with part of the Hastings North or South edge of Clyde Row and Strand Road to the river bank and the areas which were previously under the now defunct Tollygunge Municipality;
- (2) the Port of Calcutta; and
- (3) the districts of 24-Parganas, Nadia, Howrah and Hooghly.

[No. 34(6)-TMP/FMC/58.]

**S.O. 377.**—In exercise of the powers conferred by sub-section (1) of section 17 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952) the Central Government hereby declares that no person shall, save with the permission of the Central Government, enter into any forward contract in any place in India other than the City of Calcutta, for the sale or purchase of raw jute (including mesta), except forward contracts which provide (i) that delivery shall be given or taken at the jetty or railway siding of any jute mill and (ii) that during transit, the raw jute shall be insured by one of the parties to the contract.

*Explanation.*—The expression “City of Calcutta” means—

- (1) Calcutta as defined in clause (11) of section 5 of the Calcutta Municipal Act, 1951 (West Bengal Act No. 33 of 1951) together with part of the Hastings North or South edge of Clyde Row and Strand Road to the river bank and the areas which were previously under the now defunct Tollygunge Municipality;
- (2) the Port of Calcutta; and
- (3) the districts of 24-Parganas, Nadia, Howrah and Hooghly.

[No. 34(6)-TMP/FMC/58.]

**S.O. 378.**—In exercise of the powers conferred by sub-section (1) of section 17 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952) the Central Government hereby declares that no person shall, save with the permission of the Central Government, enter into any forward contract in any place in India except the City of Calcutta, for the sale or purchase of jute goods (hessian cloth made of jute or bags made of such hessian cloth and sacking cloth made of jute or bags made of such sacking cloth); and fixes under clause (a) of section 16 the rate prevailing at the time at which the forward market in any such goods closed in any such place on the date of this notification as the rate at which any such forward contract, other than a transferable specific delivery contract, entered into on or before the said date shall be deemed to be closed; and in pursuance of sub-section (3) of the said section it is further declared that section 16 shall not apply to transferable specific delivery contracts for the sale or purchase of such goods entered into before the date of this notification and remaining to be performed after the said date.

*Explanation.*—The expression “City of Calcutta” means—

- (1) Calcutta as defined in clause (11) of section 5 of the Calcutta Municipal Act, 1951, (West Bengal Act No. 33 of 1951) together with part of the Hastings North or South edge of Clyde Row and Strand Road to the river bank and the areas which were previously under the now defunct Tollygunge Municipality;
- (2) the Port of Calcutta; and
- (3) the districts of 24-Parganas, Nadia, Howrah and Hooghly.

[No. 34(6)-TMP/FMC/58.]

**S.O. 379.**—The Central Government having considered in consultation with the Forward Markets Commission the application for recognition made under Section 5 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952) by the East India Jute and Hessian Exchange Limited, Calcutta, and being satisfied that it would be in the interest of the trade and in the public interest so to do, hereby grants, in exercise of the powers conferred by section 6 of the said Act, recognition to the said Association for a period of three years ending 28th March, 1961, in respect of forward contracts in raw jute (including mesta) in the city of Calcutta.

*Explanation.*—The expression “City of Calcutta” means—

- (1) Calcutta as defined in clause (11) of section 5 of the Calcutta Municipal Act, 1951 (West Bengal Act No. 33 of 1951) together with part of the Hastings North or South edge of Clyde Row and Strand Road to the river bank and the areas which were previously under the now defunct Tollygunge Municipality;
- (2) the Port of Calcutta; and
- (3) the districts of 24-Parganas, Nadia, Howrah and Hooghly.

[No. 34(6)-TMP/FMC/58.]

**S.O. 380.**—The Central Government having considered in consultation with the Forward Markets Commission the application for recognition made under Section 5 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952) by the East India Jute and Hessian Exchange Limited, Calcutta, and being satisfied that it would be in the interest of the trade and in the public interest so to do, hereby grants, in exercise of the powers conferred by section 6 of the said Act, recognition to the said Association for a period of three years ending 28th March, 1961, in respect of forward contracts in jute goods (hessian cloth made of jute or bags made of such hessian cloth and sacking cloth made of jute or bags made of such sacking cloth) in the City of Calcutta.

*Explanation.*—The expression “City of Calcutta” means—

- (1) Calcutta as defined in clause (11) of section 5 of the Calcutta Municipal Act, 1951, (West Bengal Act No. 33 of 1951), together with part of the Hastings North or South edge of Clyde Row and Strand Road to the river bank and the areas which were previously under the now defunct Tollygunge Municipality;
- (2) the Port of Calcutta; and
- (3) the districts of 24-Parganas, Nadia, Howrah and Hooghly.

[No. 34(6)-TMP/FMC/58.]

**S.O. 381.**—In exercise of the powers conferred by sub-section (2) of section 18 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952), the Central Government hereby declares that in the city of Calcutta, section 15 and section 16 thereof shall not apply to transferable specific delivery contracts entered into for the sale or purchase of jute goods (hessian cloth made of jute or bags made of such hessian cloth and sacking cloth made of jute or bags made of such sacking cloth) in the form hereto annexed.

*Explanation.*—The expression “City of Calcutta” means—

- (1) Calcutta as defined in clause (11) of section 5 of the Calcutta Municipal Act, 1951 (West Bengal Act, No. 33 of 1951), together with part of the Hastings North or South edge of Clyde Row and Strand Road to the river bank and the areas which were previously under the now defunct Tollygunge Municipality;
- (2) the Port of Calcutta; and
- (3) the districts of 24-Parganas, Nadia, Howrah and Hooghly.

[No. 34(6)-TMP/FMC/58.]

**FORM A.**

**INDIAN JUTE MILLS ASSOCIATION**

Effective on and from 25th October, 1944.)

No....., Calcutta, .....19

Dear Sirs,

We have this day.....by your order, and on your account.

Quantity.....	.....
Quality.....	.....
Size.....	Mills standard make, quality, weight and size as per margin at the rate of.....
Hemmed.....at mouth	Rupees.....annas.....pies
Weight.....(fair average.)	per.....free alongside Export
Porter.....Shots.....	Vessel in the Port of Calcutta*
Made from.....Cloth	.....
Stripe.....	.....
At Rs.....per	.....
free alongside Export Vessel in the Port of Calcutta*	.....
	.....
	.....
	.....
	.....

*Terms and conditions as follows and overleaf*

1. Buyers to give.....days' notice to place goods alongside.
2. Goods to be packed....., well pressed, marked, and shipped by Sellers in covered cargo boats in.....bound bales of.....

The term 'well pressed' shall mean the net weight (excluding tare) of a bale of the contract fabric plus such allowance appropriate to such fabric as may be specified by the Indian Jute Mills Association by Circular to its members or otherwise.

In cases where the Licensed Measurers Department Certificate, whether expressed as by weighment or calculation by measurement, shows the weight of a bale of the contract fabric to be in excess of the weight of a well pressed bale, as defined above, the Buyers shall be entitled to claim from the Seller the difference in freight owing to such excess provided that the Buyer shall give to the Seller notice of such claim within 15 days after the ship has left the Port of Calcutta (as herein defined) and full particulars of the claim within 60 days from the date of bill of lading. In the event of a dispute relative to the actual date of the ship leaving the port the declaration of the Calcutta Port Commissioners in this matter shall be final and binding.

3. Payment to be made in cash in exchange for Delivery Order on Sellers, or for Railway Receipt, or for Dock Receipt or for Mate's Receipt (which Dock Receipts or Mate's Receipts are to be handed by a Dock or ship's officer to the Sellers' representative.)

4. The Buyers hereby acknowledge, that so long as such Railway Receipt, or Dock or Mate's Receipts, (whether in Sellers' or Buyers' names) are in the possession of the Sellers, the lien of the Sellers, as unpaid vendors, subsists both on such Railway Receipts, or Dock or Mate's Receipts and the goods they represent, until payment is made in full.

5. Delivery of the said goods to be given and taken as follows:—

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Yours faithfully,

Brokerage.....per cent

Brokers

\*It is understood that the limits of the "Port of Calcutta" referred to in this contract are those recognised by the Calcutta Marine Insurance Association that is to say:—

**On the North**—A line drawn from the boundary pillar, at the Cossipore Gun Foundry Ghat to a point on the opposite side at Ghoosery.

**On the South**—A line drawn from the old boundary pillar previously situated at the mouth of a creek, no longer existing called Nardu Khal, but now built into the godown wall of the Union South Jute Mill, to a point due North on the opposite bank.

**To the East and West**—(a) So much of the River Hooghly and the shores thereof as are fifty yards above high water mark at spring tide; (b) all lands comprised in the area occupied by the Kidderpore and King George's Docks, and the adjoining works constructed for the purposes of such docks and (c) that portion of the Tolly's Nullah which lies between the River Hooghly and the entrance to the Kidderpore Dock's Canal; (d) that portion of the Circular canal and new (or new cut) canal which lies between the River Hooghly at Chitpore and the Dhappa lock gate upon the canal.

6. If required, signed specification of gross and net weights and contents of bales to be given to Buyers, and to accompany the bill.

7. Inspection order, if asked for, to be sent to the Buyers, who are to be allowed to open 3 bales of any parcel under 100 bales, and 2 per cent. of the bales over 100 bales. Samples to be sent to Buyers, if required, or Buyers may draw samples at time of inspection. In the event of Buyers' objecting to goods tendered, they shall have the right to seal the bales or goods examined for the information of those who may be appointed to arbitrate under Clause 12.

8. Goods ordered for shipment to be covered under Buyers' Insurance Policies from the time the boats enter the limits of the Port of Calcutta.

9. In the event of the Buyers failing to give to the Sellers instructions for shipment or delivery of any portion of the goods in time to ship, or deliver such portion within due date a written intimation from the Sellers, sent by post or

otherwise, to the Buyers' place of business, that the goods are ready in godown at Mill named overleaf shall be considered a proper and sufficient tender, whether they have been specially set aside or not.

10. (a) Sellers shall not be responsible for delay in performance of this contract directly indirectly caused by or due to Act of God, War, mobilization, demobilization, requisition by or interference from Government or local authority, riots, civil commotion, *force majeure*, lock outs, labour disturbances, trade disputes, strikes, fire, pestilence, damage or accidents to the Mills or their machinery, or any other event or circumstance whatsoever beyond the control of the Sellers whether due to or in consequence of any of the aforesaid causes or not, (this to include delay in performance occasioned by fulfilment by Sellers of any of their other commitments in cases where directly or indirectly due to any of these causes and/or consequences due date or dates of such commitments have been extended.)

(b) In any of the aforesaid events, subject to Buyers' rights as set out in paragraph (d) hereof, Sellers shall be entitled to an extension of time for performance of all contracts for a period corresponding to the period of delay caused by or as a consequence of the operation (in whole or partial) of any of the causes and/or consequences above mentioned. Such period of delay shall be deemed to include *inter alia* the full number of days (working or otherwise) from cessation to resumption of work.

(c) Notice of the possibility of delay in performance of all contracts to be despatched by Sellers to Buyers within four days of the happening of any occurrence which may by reason of any of the causes above-mentioned and/or consequences thereof prevent performance on contract due date or dates. Notice of resumption of normal conditions and cessation of the causes and/or consequences aforesaid shall be despatched in like manner within four days from such resumption and cessation.

(d) On receipt of Sellers' notice of possibility of delay, Buyers have the option to intimate to Sellers by notice, which must reach Sellers at least twenty-five days before the contract due date or within five days of receipt of Sellers' notice of possibility of delay, that they are not prepared to extend due date, in which case, if Sellers do not tender on or before contract due date, the contract shall be deemed to be cancelled and Buyers shall have no claims whatsoever against Sellers in respect of the goods so cancelled.

(e) If Buyers' declaration is not received by Sellers within either of the prescribed times Buyers will be presumed to have agreed that the contract due date for performance may be extended by Sellers so that Sellers shall be at liberty at any time when goods are available to tender Delivery Orders (for which payment must be made in cash on presentation) PROVIDED ALWAYS that the tender is made within the period of extension mentioned in paragraph (b) thereof.

If the parties hereto are unable to agree as to the date up to which Sellers are entitled to perform the contract then the matter shall be referred to and be decided by arbitration under the Rules of the Bengal Chamber of Commerce and Industry and the decision in such arbitration shall be binding between the parties.

11. If either or both parties to this Contract is/are a member or members of the Indian Jute Mills Association both parties hereto specifically agree that should at any time either of them for any reason whatsoever be placed on any Disapproved List of the Association such party shall be deemed to have committed a breach and be in breach of the Contract and so that the other party shall thenceforth be under no obligation whatsoever under the Contract but shall be entitled forthwith to claim for and recover all damages both direct and consequential as are or may be occasioned and/or suffered by the breach and the measure of which may be based upon the difference between the contract price and the market prices or prices as prevailing on the date on which the party not in breach receives notification of the other party having been placed on the Disapproved List.

12. All matters, questions, disputes, differences and/or claims arising out of and/or concerning and/or in connection with and/or in consequence of or relating to this contract whether or not be obligations of either or both parties under this contract be subsisting at the time of such dispute and whether or not this contract has been terminated or purported to be terminated or completed shall be referred to the arbitration of the Bengal Chamber of Commerce and Industry under the rules of its Tribunal of Arbitration for the time being in force and according to such rules the arbitration shall be conducted.

13. Additionally the respective rights and obligations of the parties shall in respect of all other pending or future contracts between them be such as if the preceding clauses were specifically included in such contracts.

14. In the event of the lighter/goods being detained for a period ~~exercising~~ 12 clear days from registration, a demurrage charge of 4 annas per bale per day on the detained goods shall be payable by the buyers (subject as hereinafter provided) on and from the 13th day and such demurrage charge shall continue to be payable until the goods are unloaded from the lighter for shipment if the goods are not shipped and the lighter is released, the goods shall be returned to the mill at buyers' expense including the double boating costs and handling charges at the mill and any demurrage charge that may have been incurred by the buyers under the provisions of this clause up to the time of the release of the lighter. The demurrage charge shall be paid by the buyers within 30 days of presentation of the bill by the sellers.

Provided always that if the sellers are responsible for the detention, no demurrage charge shall be payable by the buyers. In the event of a dispute between the buyers and the sellers as to the liability for the demurrage charge and if such dispute is not settled within the 30 days mentioned above, the matter shall be referred to arbitration in accordance with the provisions of Clause 12 hereof. If the award finds that the sellers are not responsible for the detention, the demurrage charge shall be paid by the buyers within 7 days from the date of the award.

**S.O. 382.**—In exercise of the powers conferred by sub-section (2) of section 18 of the Forward Contracts (Regulation) Act 1952 (74 of 1952), the Central Government hereby declares that in the City of Calcutta section 15 and section 16 thereof shall not apply to transferable specific delivery contracts for the sale or purchase of raw jute (including mesta) which provide (i) that delivery shall be given or taken at the jetty or railway siding of any jute mill and (ii) that during transit, the raw jute shall be insured by one of the parties to the contract

**Explanation.**—The expression "City of Calcutta" means.

- (1) Calcutta as defined in clause (11) of Section 5 of the Calcutta Municipal Act, 1951, (West Bengal Act, No. 33 of 1951) together with part of the Hastings North or South edge of Clyde Row and Strand Road to the river bank and the areas which were previously under the now defunct Tollygunge Municipality;
- (2) the port of Calcutta and
- (3) the districts of 24-Parganas, Nadia, Howrah and Hooghly.

[No. 34(6)-TMP/FMC/58.]

K. V. VENKATACHALAM, Jt. Secy.

## MINISTRY OF RAILWAYS

(Railway Board)

### NOTIFICATION

New Delhi-2, the 28th March 1958

**S.O. 383.**—In exercise of the powers conferred by section 82-B of the Indian Railways Act, 1890, (Act 9 of 1890) the Central Government hereby appoint Shri Pramatha Nath Lahiry, retired Additional District and Sessions Judge, Government of West Bengal, as Claims Commissioner to deal with all claims for compensation arising out of the railway accident involving S. 241 UP Local and S.370 Dn. local trains at Sonarpur station of the Eastern Railway on 26th February 1958. His headquarters will be at Calcutta.

[No. E(AO)58API/4.]

R. E. de Sa, Secy.